

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

## 2.2.2. Application of Hunt et al.

Group Art No. 1762 (parent)

Application No. 09/748,714

Filed: 21 December 2000

For: **CHEMICAL VAPOR DEPOSITION METHODS FOR MAKING  
POWDERS AND COATINGS, AND COATINGS MADE  
USING THESE METHODS**

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OFFICE OF PETITIONS

## Petition Pursuant to 37 C.F.R. 1.47

### Where Co-Inventor Refuses to Sign Oath or Declaration

Assistant Secretary and Commissioner of Patents and Trademarks  
Washington D.C. 20231

Petition is hereby made to include Sowa Laye (who goes by the title of Nii which we understand translates as “Prince”) as an inventor. Mr. Laye is a former employee of MicroCoating Technologies, Inc. (The name of the company having been changed from CCVD Inc.) The ongoing conduct of Sowa Laye demonstrates a refusal to sign the Declaration.

The Commissioner is authorized to charge deposit account \$130 (or current fee) pursuant to 37 C.F.R. 1.17(i) to deposit account 501231. A duplicate copy of this petition is enclosed.

As background, the parent of the instant application was filed 29 December 1999 as U.S. Application 09/474,491. After extensive efforts to procure Sowa Laye's signature, a 1.47 petition was filed to include him as an inventor who refused to sign the Declaration. A copy of this petition is enclosed along with copies of the supporting documentation.

The 1.47 petition was never acted upon by the USPTO in the parent application, and on 22 September 2000, the parent application was converted to a Provisional application, no. 60/234,575 for filing term purposes.

It was decided to re-file the application with additional subject matter as a PCT application designating the U.S. and other countries. Such a PCT application was indeed filed 21 December 2000 as PCT/US00/35417. Prior to filing the PCT application, we

enlisted Subramaniam Shanmugham (Subu) of MicroCoating Technologies to solicit Sowa Laye's cooperation. Subu solicited Sowa Laye's cooperation in November 2000 prior to Subu's leaving on vacation in December 2000; however, although Sowa Laye had promised Subu cooperation, the signed PCT papers were not returned in December 2000.

While hoping for Sowa Laye's cooperation in the PCT filing, the instant U.S. application was filed on the same date (21 December 2000) as the PCT application as a precautionary measure. The instant U.S. application and the PCT application, each filed 21 December 2000, are identical in content. The U.S. application was filed without a filing fee, and the intent was to abandon the U.S. application should Sowa Laye's cooperation be obtained in the PCT filing.

Such cooperation was not forthcoming from Sowa Laye; accordingly, the fees in the U.S. application are being paid contemporaneously with submission of this petition and a filing Declaration is being submitted by all other co-inventors.

Packages containing the PCT application and papers for Sowa Laye's signature were sent to him in November 2000, January 2001, and February 2001. The last set of papers was sent on 19 February 2001 by Express Mail from Al Muratori, Reg. No. 41561, of this office with a stamped return Express Mail envelope enclosed. As of 4 April 2001, the return Express Mail package had not been received by this office and the U.S. Postal Service tracking system determined that it had not been mailed (Per a telephone call by Al Muratori to the Express Mail service's 800 number). It was at this time that it was determined to go forward with the instant U.S. national utility filing.

An enclosed copy of 5 pages of e-mail correspondence between Al Muratori, Subu Shanmugham, and Sowa Laye evidences Sowa's refusal to sign. Although Sowa Laye's refusal to sign is not explicit, his continuing flow of excuses (such as the package was rain-damaged) not to sign along with his continuing conduct beginning from his declining to sign the papers in the parent application in early 2000 constitutes a clear intention not to sign. ✓

On 5 April 2000 a further copy of the PCT application and papers were sent to Sowa Laye along with a copy of the substantively identical U.S. application and papers. Sowa Laye was provided a postage paid return envelope containing sufficient postage to

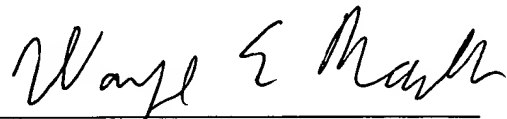
return the papers to us. He was advised in a letter, copy enclosed, that if the papers were not returned by 19 April 2001, we would deem this a refusal to participate in either application at this time. The signed papers did not reach us by 19 April 2001 and have not yet reached us.

The above discussion of Sowa Laye's conduct along with the supporting documents is believed to be sufficient to document his refusal in support of this 1.47 petition. ✓

Favorable action on this petition is courteously requested.

23 April 2001

Phone: 678 287 3909 Fax: 678 287 3999



Wayne E. Nacker  
Registration No. 29,561  
Customer No. 24948

**Muratori, Al**

**From:** Shanmugham, Subu  
**Sent:** Monday, February 19, 2001 10:01  
**To:** 'nii laye'  
**Subject:** Package not yet arrived  
Dear Nii,

the package has not come so far from the US post office (we are having problems again). What I am planning to do is send you again the documents and this time we are going to make it in such a way that we can track where the package is.

Best Regards  
Subu Shanmugham

-----Original Message-----

**From:** nii laye [mailto:dmii@hotmail.com]  
**Sent:** Saturday, February 17, 2001 10:36 AM  
**To:** subu@Microcoating.com  
**Subject:** RE: Lot of great things happen when you follow your dream.....

Hi subu,

i wonder why i havent heard from you as you promised. what is going on have you travelling again, waiting the signed document for my record

nii

>From: "Shanmugham, Subu"  
>To: 'nii laye'  
>Subject: RE: Lot of great things happen when you follow your dream.....  
>Date: Fri, 19 Jan 2001 18:10:22 -0500  
>  
>Dear Nii,  
>  
>It was nice talking with you and thanks for your assistance. We look  
>forward to receiving the signed documents from you and then I will send you  
>a signed copy for your records.

2/20/01



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>  
> Thanks and have a great weekend.  
>  
> Regards  
> Subu  
>  
> -----Original Message-----  
> From: nii laye [mailto:drnii@hotmail.com]  
> Sent: Tuesday, January 16, 2001 9:52 PM  
> To: subu@Microcoating.com  
> Subject: RE: Lot of great things happen when you follow your dream.....  
>  
>  
>  
> hi subu,  
>  
> call me here at friend's 213 740 4411 visiting for a project we have. call  
> early in the morning about 10am atlanta time  
>  
>  
>  
> >From: "Shanmugham, Subu"  
> >To: 'nii laye'  
> >Subject: RE: Lot of great things happen when you follow your dream.....  
> >Date: Tue, 16 Jan 2001 15:41:22 -0500  
> >  
> >Dear Nii,  
> >  
> >Is there a phone # I can reach and talk to you. Please let me know.  
> >  
> >Regards  
> >Subu  
> >  
> >  
> >-----Original Message-----  
> >From: nii laye [mailto:drnii@hotmail.com]  
> >Sent: Tuesday, January 16, 2001 2:41 PM

>>To: subu@Microcoating.com  
>>Subject: RE: Lot of great things happen when you follow your dream.....  
>>  
>>  
>>  
>>why are we going thru this circles again ? i had agreed to sign the papers  
>>but as we arranged so that we'll all be happy now things are changing mid  
>>stream. what is happening. subu do you want me to believe you or is there  
>>something that i'm missing. deliver as promised cos i dont want to be  
>>involved in changing scenerios.  
>>  
>>nii  
>>  
>>  
>>  
>>  
>>From: "Shanmugham, Subu"  
>>To: 'nii laye'  
>>CC: "Muratori, Al"  
>>Subject: RE: Lot of great things happen when you follow your dream.....  
>>Date: Mon, 15 Jan 2001 19:03:11 -0500  
>>  
>>I am sorry Nii. I thought my patenting dept. provided the directions and  
>>the copies for your files. I will talk to them and arrange for it to be  
>>sent.  
>>  
>>I apologize once again since you know I was out of the country.  
>>  
>>Al, Could you please let me and Nii know your thoughts and thanks for the  
>>  
>>same.  
>>  
>>  
>>  
>>Best Regards  
>>Subu  
>>  
>>  
>>-----Original Message-----  
>>From: nii laye [mailto:drnii@hotmail.com]



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Get your FREE download of MSN Explorer at <http://explorer.msn.com>





IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of Hunt et al.

Group Art No. 1762

Application No. 09/474,491

Filed 29 December 1999

For: CHEMICAL VAPOR DEPOSITION METHODS FOR MAKING  
POWDERS AND COAGINETS. AND COATINGS MADE  
USING THESE METHODS

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OFFICE OF PETITIONS

Petition Pursuant to 37 C.F.R. 1.47

Where Co-Inventor Refuses to Sign Oath or Declaration

Assistant Secretary and Commissioner of Patents and Trademarks  
Washington D.C. 20231

Petition is hereby made to include Sowa Laye (who goes by the title of Nii which we understand translates as "Prince") as an inventor. Mr. Laye is a former employee of MicroCoating Technologies, Inc. (The name of the company having been changed from CCVD Inc.) The ongoing conduct of Sowa Laye demonstrates a refusal to sign the Declaration.

The Commissioner is authorized to charge deposit account \$130 (or current fee) pursuant to 37 C.F.R. 1.17(I) to deposit account 501231. A duplicate copy of this petition is enclosed.

\* — The above-identified application was filed 29 December 1999. Because of a desire to obtain an early filing date, the application was filed without Oath or Declaration.

Sowa Laye has refused to sign the Declaration. While Sowa Laye has not made a clear declaration of his refusal, and while he has protested that he has not refused, the enclosed copies of letters, e-mail correspondence, and other documents clearly demonstrate that Sowa Laye has no intention of signing the Declaration.

On 11, 17 and 26 January 2000, Sowa Laye was invited by Alfred Muratori of this office to sign the Declaration

On 6 March 2000, Alfred Muratori again requested (by e-mail) that Sowa Laye sign the Declaration. Mr. Laye declined, explaining that he had been too busy.

In an e-mail dated 20 March 2000, Mr. Laye gave the excuses of busyness, conflicts with his professor, and failure to understand the document.

On 28 March 2000, I e-mailed a request to Mr. Laye to sign the Declaration and mailed a copy of the e-mail along with his SERVICE AGREEMENT.

On 28 March 2000, Mr. Laye replied that he couldn't sign a document he couldn't understand. Also, he said he worked for CCVD, not Microcoating. (He protested that he was not refusing to sign the document.)

On 29 March 2000 I replied to Mr. Laye insisting that he sign the document. I offered help in understanding the document. Along with a confirmation of my e-mail message, I sent him a copy of the name change document registered with the Secretary of State of Georgia relating to the corporate name change from CCVD, Inc., to Microcoating Technologies, Inc.

On 30 March 2000, Mr. Laye indicated that he was awaiting the documents and would review the documents, but that understanding them might take time.

On 31 March 2000, I requested that the signed documents be returned by 7 April 2000 so that we might meet the date of 7 April 2000 originally set for completion of filing requirements.

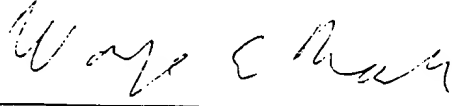
Instead of executing the documents by 7 April 2000, Mr. Laye e-mailed us on 7 April 2000 that he had not received either the Service Agreement or the Name Change Document.

On 10 April 2000, I re-sent the Service Agreement and Name Change Document, this time by Certified mail, Return Receipt requested. A U.S. Post Office receipt indicates delivery to Mr. Laye (as attested by his signature) on 13 April 2000. In my communication, I set a return date of 21 April 2000. Mr. Laye has not since responded.

While Mr. Laye's refusal to sign the document has not been explicit, it is clearly implicit by his conduct. Accordingly, we request that the completion of filing documents be accepted without Mr. Laye's signature.

1 May 2000

(678) 414 0126

  
Wayne E. Nacker  
Registration No. 29,561  
MicroCoating Technologies, Inc.  
3930 Green Industrial Way  
Chamblee GA 30341

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Nii Sowa Laye  
850 West 41st St.  
Los Angeles, CA  
90037

## 2. Article Number (Copy from service label)

7099 3400 0004 5199 2862

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

Nii Sowa Laye

☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



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2982 6615 4000 004E 6602

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:  
NIL SOWA LANE

Postage	\$ <u>77</u>
Certified Fee	<u>1.40</u>
Return Receipt Fee (Endorsement Required)	<u>1.25</u>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <u>3.42</u>

Postmark Here  
JUL 10 2000  
GA

Name (Please Print Clearly) (to be completed by mailer)  
W. L. McArthur

Street, Apt. No., or PO Box No.  
3930 Green Industrial Way

City, State, ZIP+4  
Chamblee GA 30341

PS Form 3800, July 1999

See Reverse for Instructions

Nacker, Wayne



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From: Nacker, Wayne  
Sent: Monday, April 10, 2000 12:12 PM  
To: 'nii laye'  
Cc: Muratori, Al; Moore, Jeff  
Subject: RE: U.S. Patent No. 09/474,491 filed 29 December 1999, Declaration and Power of Attorney, name change document, service agreement

Dear Ni Laye:

The two requested documents were previously sent. However, for your convenience, we are re-sending copies of these documents today. We are also sending you a fresh copy of the Declaration and Power of Attorney and a confirmation copy of this e-mail message.

We expect that you will execute the Declaration and Power of Attorney and have it returned to me by 21 April 2000.

Wayne E. Nacker  
Senior Patent Counsel  
MicroCoating Technologies, Inc.  
3930 Green Industrial Way  
Chamblee, GA 30341  
678-414-0126  
678-287-3202 Fax  
wnacker@microcoating.com : www.microcoating.com

*Wayne E. Nacker*

*15 April 2000*

BUILDING THE FUTURE LAYER BY LAYERSM

-----Original Message-----

From: nii laye [mailto:drnii@hotmail.com]  
Sent: Friday, April 07, 2000 12:46 PM  
To: wnacker@Microcoating.com  
Subject: RE: U.S. Patent No. 09/474,491 filed 29 December 1999, Declaration and Power of Attorney

hi wayne,  
to date, i've not received neither the service agreement nor the document that shows that CCVD is the same as microcoating technologies. to expedite the process, i'll appreciate your cooperation in this matter i.e send the two (2) above named documents you said you've agreed to mail.  
nii

>From: "Nacker, Wayne" <wnacker@Microcoating.com>  
>To: 'nii laye' <drnii@hotmail.com>  
>Subject: RE: U.S. Patent No. 09/474,491 filed 29 December 1999, Declaration and Power of Attorney  
>Date: Fri, 31 Mar 2000 07:31:51 -0500  
>

>Dear Nii Laye,  
>

>Thank you for your willingness to review the patent application. The date for completing filing requirements is 7 April 2000. Accordingly, we ask that you review the patent application and execute the Declaration and Power of Attorney by 5 April 2000 and return by that date the documents in the self-addressed Priority Mail envelope which you have been sent.  
>

>Wayne E. Nacker  
>Senior Patent Counsel

>MicroCoating Technologies, Inc.  
 >3930 Green Industrial Way  
 >Chamblee, GA 30341  
 >678-414-0126  
 >678-287-3202 Fax  
 >wnacker@microcoating.com : www.microcoating.com  
 >  
 >BUILDING THE FUTURE LAYER BY LAYERSM  
 >  
 >  
 >-----Original Message-----  
 >From: nii laye [mailto:drnii@hotmail.com]  
 >Sent: Thursday, March 30, 2000 4:10 PM  
 >To: wnacker@Microcoating.com  
 >Subject: RE: U.S. Patent No. 09/474,491 filed 29 December 1999,  
 >Declaration and Power of Attorney  
 >  
 >  
 >hi wayne  
 >thanks for sending the documents, when i receive them i will notify you and  
 >then review the documents. Also, i wish to remind you that while i can't  
 >be  
 >  
 >expected to immediately understand the content of the documents, i will  
 >endeavor to act speedily. Further, you should be reminded that in no way  
 >have i refused to sign the documents. Rather, i'm following the law, so  
 >that any signatures i provide you will be informed signatures.  
 >nii  
 >  
 >>From: "Nacker, Wayne" <wnacker@Microcoating.com>  
 >>To: 'nii laye' <drnii@hotmail.com>  
 >>CC: "Moore, Jeff" <jmoore@Microcoating.com>, "Moore, Melissa"  
 >><mmoore@Microcoating.com>, "Muratori, Al"  
 >><amuratori@Microcoating.com>  
 >>Subject: RE: U.S. Patent No. 09/474,491 filed 29 December 1999,  
 >>Declaration  
 >>and Power of Attorney  
 >>Date: Thu, 30 Mar 2000 05:51:42 -0500  
 >>  
 >>Done!  
 >>  
 >>Wayne E. Nacker  
 >>Senior Patent Counsel  
 >>MicroCoating Technologies, Inc.  
 >>3930 Green Industrial Way  
 >>Chamblee, GA 30341  
 >>678-414-0126  
 >>678-287-3202 Fax  
 >>wnacker@microcoating.com : www.microcoating.com  
 >>  
 >>BUILDING THE FUTURE LAYER BY LAYERSM  
 >>  
 >>  
 >>-----Original Message-----  
 >>From: nii laye [mailto:drnii@hotmail.com]  
 >>Sent: Wednesday, March 29, 2000 8:00 PM  
 >>To: wnacker@Microcoating.com  
 >>Subject: Re: U.S. Patent No. 09/474,491 filed 29 December 1999,  
 >>Declaration and Power of Attorney  
 >>  
 >>  
 >>stop putting words in my mouth. send me the documents you claim you'll  
 >send  
 >to me.

> >nii  
> >>From: "Nacker, Wayne" <wnacker@Microcoating.com>  
> >>To: 'nii laye' <drnii@hotmail.com>  
> >>CC: "Moore, Jeff" <jmoore@Microcoating.com>, "Moore, Melissa"  
> >><mmoore@Microcoating.com>, "Muratori, Al"  
> >><amuratori@Microcoating.com>  
> >>Subject: U.S. Patent No. 09/474,491 filed 29 December 1999, Declaration  
> >an  
> >>d Power of Attorney  
> >>Date: Wed, 29 Mar 2000 08:44:39 -0500  
> >>  
> >>Dear Nii Laye:  
> >>  
> >>You have declined our several invitations to execute the Declaration  
>and  
> >>Power of Attorney attached to the copy of the patent application we  
>have  
> >>sent you, i.e., U.S. Patent No. 09/474,491 filed 29 December 1999  
> >entitled  
> >>"Chemical Vapor Deposition Methods for Making Powders and Coatings, and  
> >>Coatings Using these Methods". We are treating your declinations as a  
> >>refusal to sign the document, whether or not you consider your past  
> >>statements to constitute an explicit refusal. Until we receive the  
> >>executed  
> >>Declaration and Power of Attorney from you, we will treat your  
> >declination  
> >>to sign the document as a continuing refusal.  
> >>  
> >>Once again, we ask that you read and try to understand the document.  
> >>Again,  
> >>we offer our assistance in helping you to understand the patent  
> >application  
> >>document. Alternatively, you may seek the advice of independent patent  
> >>counsel in helping you to understand the document.  
> >>  
> >>The patent application which was filed lists you and others as  
> >>co-inventors;  
> >>we are not making light of this. We do not comprehend, however, how as  
> >>co-inventor you do not understand the patent application document.  
> >>  
> >>Per your request, a copy of the document registering the change in the  
> >name  
> >>of the company from CCVD, Inc. to MicroCoating Technologies, Inc. will  
> >>accompany a confirmation copy of this e-mail which will be sent by  
> >Priority  
> >>Mail, as was a copy of your Services Agreement sent yesterday.  
> >>  
> >>Unless we receive your signature on the Declaration and Power of  
> >Attorney,  
> >>we intend to complete the filing requirements associated with this  
> >Patent  
> >>Application by filing a petition pursuant to 37 C.F.R. 1.47, "Filing  
> >when  
> >>an  
> >>inventor refuses to sign or cannot be reached". Also attached to the  
> >>confirmation copy of this e-mail will be a copy of section 1.47.  
> >Should  
> >>you  
> >>choose to retain counsel, you will want to provide him or her with a  
> >copy  
> >>of  
> >>section 1.47. In filing such 1.47 petition, we intend to provide the  
> >U.S.  
> >>Patent and Trademark Office (USPTO) copies of the exchange of

> > >correspondence, including electronic correspondence, between MCT and  
>you.  
> > >The USPTO, in considering our petition, must determine whether your  
> >actions  
> >constitute a refusal to sign the document.  
> >  
> >If the USPTO accepts our 1.47 petition, it will notify you by mail and  
> >publish a notice in the Official Gazette of the USPTO. To assist the  
>USPTO  
> >in so notifying you, please advise us of your current address, and  
> >mailing  
> >address if different than your residential address.  
> >  
> >We will be subsequently sending you a document by which you assign your  
> >rights in the invention to MCT as is required by your Services  
>Agreement.  
> >We expect that you will meet your obligation under the Services  
>Agreement  
> >you signed and execute and return this document when we send it to you.  
> >  
> >  
> >Wayne E. Nacker  
> >Senior Patent Counsel  
> >MicroCoating Technologies, Inc.  
> >3930 Green Industrial Way  
> >Chamblee, GA 30341  
> >678-414-0126  
> >678-287-3202 Fax  
> >wnacker@microcoating.com : www.microcoating.com  
> >

> >BUILDING THE FUTURE LAYER BY LAYERSM  
> >  
> >

> >-----Original Message-----

> >From: nii laye [mailto:drnii@hotmail.com]  
> >Sent: Tuesday, March 28, 2000 5:50 PM  
> >To: wnacker@microcoating.com  
> >Subject: respond  
> >  
> >

> >dear wayne,  
> >for the record,know that i haven't EVER stated that i REFUSE TO SIGN  
>the  
> >document. i dont know where you got that information from. also  
>remember  
> >that the need to understand a legal document before i sign it is a  
>sound  
> >judgement and it is for the same reason you're retained as a counsel.  
> >dont  
> >make light of the fact that i am the inventor of the process i find  
>that  
> >offensive.  
> >i was employed by CCVD, send me document that affirms that  
>microcoating  
> >technologies is the same as the company(CCVD) that hired me .  
> >nii  
> >  
> >

> >Get Your Private, Free Email at <http://www.hotmail.com>  
> >  
> >

> >Get Your Private, Free Email at <http://www.hotmail.com>  
> >  
> >



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Get Your Private, Free Email at <http://www.hotmail.com>

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DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled CHEMICAL VAPOR DEPOSITION METHODS FOR MAKING POWDERS AND COATINGS, AND COATINGS MADE USING THESE METHODS, the specification of which is attached hereto.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s): NONE

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and national or PCT international filing date of this application:

Prior United States Application(s): NONE

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following Agent to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Send Correspondence to:

Alfred H. Muratori  
Reg. Number 41561  
3930 Green Industrial Way  
Chamblee, GA 30341

Direct Telephone calls to:

Alfred H. Muratori  
(678) 287-2434

Full name of first inventor: Andrew T. Hunt

Inventor's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Residence: 495 Mountain Way, Atlanta, GA 30342  
Post Office Address: same  
Citizenship: United States of America



Full name of second inventor: Girish N. Deshpande

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Residence: 330 Windmont Drive, Atlanta, GA 30329  
Post Office Address: same  
Citizenship: India

Full name of third inventor: Tzyy-Jiuan Jan Hwang

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Residence: 510 Oak Bridge Trail, Alpharetta, GA 30022  
Post Office Address: same  
Citizenship: United States of America

Full name of fourth inventor: Nii Sowa Laye

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Residence: 850 West 41st Street, Los Angeles, CA 90037  
Post Office Address: same  
Citizenship: Ghana

Full name of fifth inventor: Miodrag Oljaca

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Residence: 322 Glen Cove Drive, Avondale Estates, GA 30002  
Post Office Address: same  
Citizenship: Croatia

Full name of sixth inventor: Subramaniam Shanmugham

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Residence: 3434 Ennfield Way, Duluth, GA 30096  
Post Office Address: same  
Citizenship: India

Full name of seventh inventor: Shara S. Shoup

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Residence: 5138 Chestnut Circle, Woodstock, GA 30188  
Post Office Address: same  
Citizenship: United States of America

Full name of eighth inventor: Trifon Tomov

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Residence: 2837 East Mount Tabor Circle, Duluth, GA 30096  
Post Office Address: same  
Citizenship: Bulgaria

3.1999 4.1999 NELSON, MULLINS, RILEY & SCARBROUGH  
Secretary of State  
Corporations Division  
Suite 315, West Tower  
2 Martin Luther King Jr. Dr.  
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 980100366  
CONTROL NUMBER: 9326028  
EFFECTIVE DATE: 01/30/1998  
REFERENCE : 0077  
PRINT DATE : 01/30/1998  
FORM NUMBER : 611

NELSON, MULLINS, RILEY & SCARBROUGH  
K. COLLINS RACKLEY  
999 PEACHTREE ST., STE. 1400  
ATLANTA, GA 30309

RECEIVED  
JUL 11 2001  
OFFICE OF PETITIONS

CERTIFICATE OF NAME CHANGE AMENDMENT

I, Lewis A. Massey, the Secretary of State and the Corporation  
Commissioner of the State of Georgia, do hereby certify under the  
seal of my office that

CTVD, INC.  
A DOMESTIC PROFIT CORPORATION

has filed articles of amendment in the office of the Secretary of  
State changing its name to

MICROCOATING TECHNOLOGIES, INC.

and has paid the required fees as provided by Title 14 of the  
Official Code of Georgia Annotated. Attached hereto is a true and  
correct copy of said articles of amendment.

WITNESS my hand and official seal in the City of Atlanta and the  
State of Georgia on the date set forth above.



*Lewis A. Massey*

Lewis A. Massey  
Secretary of State

**Muratori, Al**

---

**From:** Nacker, Wayne  
**Sent:** Friday, April 07, 2000 1:37 PM  
**To:** Muratori, Al  
**Cc:** Moore, Jeff  
**Subject:** FW: U.S. Patent No. 09/474,491 filed 29 December 1999, Declaration and Power of Attorney

Al:

Obviously, his highness is jerking our chain. But let's accommodate him and resend the materials--registered mail with return receipt requested this time. We need a one-month extension already; we don't want to get into a more expensive two-month situation. When we send it, we'll ask for a return date of 21 April 2000. If we don't get it back by 25 April 2000 we'll treat it as a refusal to sign and prepare a 1.47 Declaration.

Wayne E. Nacker  
Senior Patent Counsel  
MicroCoating Technologies, Inc.  
3930 Green Industrial Way  
Chamblee, GA 30341  
678-414-0126  
678-287-3202 Fax  
wnacker@microcoating.com : www.microcoating.com

BUILDING THE FUTURE LAYER BY LAYERSM

-----Original Message-----

**From:** nii laye [mailto:drnii@hotmail.com]  
**Sent:** Friday, April 07, 2000 12:46 PM  
**To:** wnacker@Microcoating.com  
**Subject:** RE: U.S. Patent No. 09/474,491 filed 29 December 1999, Declaration and Power of Attorney

hi wayne,

to date, i've not received neither the service agreement nor the document that shows that CCVD is the same as microcoating technologies. to expedite the process, i'll appreciate your cooperation in this matter i.e send the two (2) above named documents you said you've agreed to mail.  
nii

>From: "Nacker, Wayne" <wnacker@Microcoating.com>  
>To: 'nii laye' <drnii@hotmail.com>  
>Subject: RE: U.S. Patent No. 09/474,491 filed 29 December 1999, Declaration and Power of Attorney  
>Date: Fri, 31 Mar 2000 07:31:51 -0500  
>  
>Dear Nii Laye,  
>  
>Thank you for your willingness to review the patent application. The date for completing filing requirements is 7 April 2000. Accordingly, we ask that you review the patent application and execute the Declaration and Power of Attorney by 5 April 2000 and return by that date the documents in the self-addressed Priority Mail envelope which you have been sent.  
>  
>Wayne E. Nacker  
>Senior Patent Counsel  
>MicroCoating Technologies, Inc.  
>3930 Green Industrial Way

>Chamblee, GA 30341  
>678-414-0126  
>678-287-3202 Fax  
>wnacker@microcoating.com : www.microcoating.com  
>  
>BUILDING THE FUTURE LAYER BY LAYERSM  
>  
>  
>-----Original Message-----  
>From: nii laye [mailto:drnii@hotmail.com]  
>Sent: Thursday, March 30, 2000 4:10 PM  
>To: wnacker@Microcoating.com  
>Subject: RE: U.S. Patent No. 09/474,491 filed 29 December 1999,  
>Declaration and Power of Attorney  
>  
>  
>hi wayne  
>thanks for sending the documents, when i receive them i will notify you and  
>then review the documents. Also, i wish to remind you that while i can't  
>be  
>  
>expected to immediately understand the content of the documents, i will  
>endeavor to act speedily. Further, you should be reminded that in no way  
>have i refused to sign the documents. Rather, i'm following the law, so  
>that any signatures i provide you will be informed signatures.  
>nii  
>  
>>From: "Nacker, Wayne" <wnacker@Microcoating.com>  
>>To: 'nii laye' <drnii@hotmail.com>  
>>CC: "Moore, Jeff" <jmoore@Microcoating.com>, "Moore, Melissa"  
>><mmoore@Microcoating.com>, "Muratori, Al"  
>><amuratori@Microcoating.com>  
>>Subject: RE: U.S. Patent No. 09/474,491 filed 29 December 1999,  
>Declaration  
>>n and Power of Attorney  
>>Date: Thu, 30 Mar 2000 05:51:42 -0500  
>>  
>>Done!  
>>  
>>Wayne E. Nacker  
>>Senior Patent Counsel  
>>MicroCoating Technologies, Inc.  
>>3930 Green Industrial Way  
>>Chamblee, GA 30341  
>>678-414-0126  
>>678-287-3202 Fax  
>>wnacker@microcoating.com : www.microcoating.com  
>>  
>>BUILDING THE FUTURE LAYER BY LAYERSM  
>>  
>>  
>>-----Original Message-----  
>>From: nii laye [mailto:drnii@hotmail.com]  
>>Sent: Wednesday, March 29, 2000 8:00 PM  
>>To: wnacker@Microcoating.com  
>>Subject: Re: U.S. Patent No. 09/474,491 filed 29 December 1999,  
>>Declaration and Power of Attorney  
>>  
>>  
>>stop putting words in my mouth. send me the documents you claim you'll  
>send  
>>to me.  
>>nii  
>>>From: "Nacker, Wayne" <wnacker@Microcoating.com>

> > >To: 'nii laye' <drnii@hotmail.com>  
 > > >CC: "Moore, Jeff" <jmoore@Microcoating.com>, "Moore, Melissa"  
 > > ><mmoore@Microcoating.com>, "Muratori, Al"  
 > > ><amuratori@Microcoating.com>  
 > > >Subject: U.S. Patent No. 09/474,491 filed 29 December 1999, Declaration  
 > > >an  
 > > >d Power of Attorney  
 > > >Date: Wed, 29 Mar 2000 08:44:39 -0500  
 > > >  
 > > >Dear Nii Laye:  
 > > >  
 > > >You have declined our several invitations to execute the Declaration  
 > > >and  
 > > >Power of Attorney attached to the copy of the patent application we  
 > > >have  
 > > >sent you, i.e., U.S. Patent No. 09/474,491 filed 29 December 1999  
 > > >entitled  
 > > >"Chemical Vapor Deposition Methods for Making Powders and Coatings, and  
 > > >Coatings Using these Methods". We are treating your declinations as a  
 > > >refusal to sign the document, whether or not you consider your past  
 > > >statements to constitute an explicit refusal. Until we receive the  
 > > >executed  
 > > >Declaration and Power of Attorney from you, we will treat your  
 > > >declination  
 > > >to sign the document as a continuing refusal.  
 > > >  
 > > >Once again, we ask that you read and try to understand the document.  
 > > >Again,  
 > > >we offer our assistance in helping you to understand the patent  
 > > >application  
 > > >document. Alternatively, you may seek the advice of independent patent  
 > > >counsel in helping you to understand the document.  
 > > >  
 > > >The patent application which was filed lists you and others as  
 > > >co-inventors;  
 > > >we are not making light of this. We do not comprehend, however, how as  
 > > >co-inventor you do not understand the patent application document.  
 > > >  
 > > >Per your request, a copy of the document registering the change in the  
 > > >name  
 > > >of the company from CCVD, Inc. to MicroCoating Technologies, Inc. will  
 > > >accompany a confirmation copy of this e-mail which will be sent by  
 > > >Priority  
 > > >Mail, as was a copy of your Services Agreement sent yesterday.  
 > > >  
 > > >Unless we receive your signature on the Declaration and Power of  
 > > >Attorney,  
 > > >we intend to complete the filing requirements associated with this  
 > > >Patent  
 > > >Application by filing a petition pursuant to 37 C.F.R. 1.47, "Filing  
 > > >when  
 > > >an  
 > > >inventor refuses to sign or cannot be reached". Also attached to the  
 > > >confirmation copy of this e-mail will be a copy of section 1.47.  
 > > >Should  
 > > >you  
 > > >choose to retain counsel, you will want to provide him or her with a  
 > > >copy  
 > > >of  
 > > >section 1.47. In filing such 1.47 petition, we intend to provide the  
 > > >U.S.  
 > > >Patent and Trademark Office (USPTO) copies of the exchange of  
 > > >correspondence, including electronic correspondence, between MCT and  
 > > >you.

> > >The USPTO, in considering our petition, must determine whether your  
> > actions  
> > >constitute a refusal to sign the document.  
> > >  
> > >If the USPTO accepts our 1.47 petition, it will notify you by mail and  
> > >publish a notice in the Official Gazette of the USPTO. To assist the  
> > >USPTO  
> > >in so notifying you, please advise us of your current address, and  
> > >mailing  
> > >address if different than your residential address.  
> > >  
> > >We will be subsequently sending you a document by which you assign your  
> > >rights in the invention to MCT as is required by your Services  
> > >Agreement.  
> > >We expect that you will meet your obligation under the Services  
> > >Agreement  
> > >you signed and execute and return this document when we send it to you.  
> > >  
> > >  
> > >Wayne E. Nacker  
> > >Senior Patent Counsel  
> > >MicroCoating Technologies, Inc.  
> > >3930 Green Industrial Way  
> > >Chamblee, GA 30341  
> > >678-414-0126  
> > >678-287-3202 Fax  
> > >wnacker@microcoating.com : www.microcoating.com  
> > >  
> > >BUILDING THE FUTURE LAYER BY LAYERSM  
> > >  
> > >  
> > >-----Original Message-----  
> > >From: nii laye [mailto:drnii@hotmail.com]  
> > >Sent: Tuesday, March 28, 2000 5:50 PM  
> > >To: wnacker@microcoating.com  
> > >Subject: respond  
> > >  
> > >  
> > >dear wayne,  
> > >for the recrd,know that i haven't EVER stated that i REFUSE TO SIGN  
> > >the  
> > >document. i dont know where you got that information from. also  
> > >remember  
> > >that the need to understand a legal document before i sign it is a  
> > >sound  
> > >judgement and it is for the same reason you're retained as a counsel.  
> > >dont  
> > >make light of the fact that i am the inventor of the process i find  
> > >that  
> > >offensive.  
> > >i was employed by CCVD, send me document that affirms that  
> > >microcoating  
> > >technologies is the same as the company(CCVD) that hired me .  
> > >nii  
> > >  
> > >  
> > >Get Your Private, Free Email at <http://www.hotmail.com>  
> > >  
> > >  
> > >Get Your Private, Free Email at <http://www.hotmail.com>  
> > >  
> > >  
> > >Get Your Private, Free Email at <http://www.hotmail.com>



Get Your Private, Free Email at <http://www.hotmail.com>

**Nacker, Wayne**

**From:** Nacker, Wayne  
**Sent:** Wednesday, March 29, 2000 8:45 AM  
**To:** 'nii laye'  
**Cc:** Moore, Jeff; Moore, Melissa; Muratori, Al  
**Subject:** U.S. Patent No. 09/474,491 filed 29 December 1999, Declaration and Power of Attorney

Dear Nii Laye:

You have declined our several invitations to execute the Declaration and Power of Attorney attached to the copy of the patent application we have sent you, i.e., U.S. Patent No. 09/474,491 filed 29 December 1999 entitled "Chemical Vapor Deposition Methods for Making Powders and Coatings, and Coatings Using these Methods". We are treating your declinations as a refusal to sign the document, whether or not you consider your past statements to constitute an explicit refusal. Until we receive the executed Declaration and Power of Attorney from you, we will treat your declination to sign the document as a continuing refusal.

Once again, we ask that you read and try to understand the document. Again, we offer our assistance in helping you to understand the patent application document. Alternatively, you may seek the advice of independent patent counsel in helping you to understand the document.

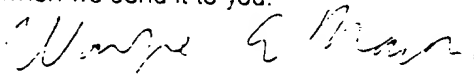
The patent application which was filed lists you and others as co-inventors; we are not making light of this. We do not comprehend, however, how as co-inventor you do not understand the patent application document.

Per your request, a copy of the document registering the change in the name of the company from CCVD, Inc. to MicroCoating Technologies, Inc. will accompany a confirmation copy of this e-mail which will be sent by Priority Mail, as was a copy of your Services Agreement sent yesterday.

Unless we receive your signature on the Declaration and Power of Attorney, we intend to complete the filing requirements associated with this Patent Application by filing a petition pursuant to 37 C.F.R. 1.47, "Filing when an inventor refuses to sign or cannot be reached". Also attached to the confirmation copy of this e-mail will be a copy of section 1.47. Should you choose to retain counsel, you will want to provide him or her with a copy of section 1.47. In filing such 1.47 petition, we intend to provide the U.S. Patent and Trademark Office (USPTO) copies of the exchange of correspondence, including electronic correspondence, between MCT and you. The USPTO, in considering our petition, must determine whether your actions constitute a refusal to sign the document.

If the USPTO accepts our 1.47 petition, it will notify you by mail and publish a notice in the Official Gazette of the USPTO. To assist the USPTO in so notifying you, please advise us of your current address, and mailing address if different than your residential address.

We will be subsequently sending you a document by which you assign your rights in the invention to MCT as is required by your Services Agreement. We expect that you will meet your obligation under the Services Agreement you signed and execute and return this document when we send it to you.



Wayne E. Nacker  
Senior Patent Counsel  
MicroCoating Technologies, Inc.  
3930 Green Industrial Way  
Chamblee, GA 30341  
678-414-0126  
678-287-3202 Fax  
wnacker@microcoating.com : www.microcoating.com

BUILDING THE FUTURE LAYER BY LAYERSM

-----Original Message-----

From: nii laye [mailto:drnii@hotmail.com]  
Sent: Tuesday, March 28, 2000 5:50 PM  
To: wnacker@microcoating.com

Secretary of State  
Corporations Division  
Suite 315, West Tower  
2 Martin Luther King Jr. Dr.  
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 980300366  
CONTROL NUMBER: 9326028  
EFFECTIVE DATE: 01/30/1998  
REFERENCE : 0077  
PRINT DATE : 01/30/1998  
FORM NUMBER : 611

NELSON, MULLINS, RILEY & SCARBOROUGH  
K. COLLINS RACKLEY  
999 PEACHTREE ST., STE. 1400  
ATLANTA, GA 30309

CERTIFICATE OF NAME CHANGE AMENDMENT

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

CCVD, INC.  
A DOMESTIC PROFIT CORPORATION

has filed articles of amendment in the office of the Secretary of State changing its name to

MICROCOATING TECHNOLOGIES, INC.

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



*Lewis A. Massey*

Lewis A. Massey  
Secretary of State

legal representative upon proper intervention.

5 U.S.C. 6, Pub. L. 97-247)

9 FR 2709, Jan. 20, 1983]

#### 1.43 When the inventor is insane or legally incapacitated.

In case an inventor is insane or otherwise legally incapacitated, the legal representative (guardian, conservator, etc.) of such inventor may make the necessary oath or declaration, and apply for and obtain the patent.

U.S.C. 6, Pub. L. 97-247)

FR 2709, Jan. 20, 1983]

#### 1.44 Proof of authority.

In the cases mentioned in §§1.42 and 1.43, proof of the power or authority of a legal representative must be recorded in the Patent and Trademark Office or filed in the application before grant of a patent.

U.S.C. 6, 111, 116, 117, 118)

#### 1.45 Joint inventors.

(a) Joint inventors must apply for a patent jointly and each must make the required oath or declaration: neither of them alone, nor less than the entire number, can apply for a patent for an invention invented by them jointly, except as provided in §1.47.

(b) Inventors may apply for a patent jointly even though

(1) They did not physically work together or at the same time,

(2) Each inventor did not make the contribution of the same type or amount of contribution.

(c) Each inventor did not make a contribution to the subject matter of the claim of the application.

(d) If multiple inventors are named in a provisional application, each named inventor must have made a contribution, individually or jointly, to the subject matter of at least one claim of the application and the application will be considered to be a joint application under 35 U.S.C. 116. If multiple inventors are named in a provisional application, each named inventor must have made a contribution, individually or jointly, to the subject matter disclosed in the provisional application and the provisional application

### 37 CFR Ch. I (7-1-98 Edition)

tion will be considered to be a joint application under 35 U.S.C. 116.

(35 U.S.C. 6, Pub. L. 97-247)

(48 FR 2709, Jan. 20, 1983, as amended at 50 FR 9379, Mar. 7, 1985; 60 FR 20222, Apr. 25, 1995]

#### § 1.46 Assigned inventions and patents.

In case the whole or a part interest in the invention or in the patent to be issued is assigned, the application must still be made or authorized to be made, and an oath or declaration signed, by the inventor or one of the persons mentioned in §1.42, 1.43, or 1.47. However, the patent may be issued to the assignee or jointly to the inventor and the assignee as provided in §3.81.

(35 U.S.C. 6, Pub. L. 97-247)

(57 FR 23642, July 6, 1992)

#### § 1.47 Filing when an inventor refuses to sign or cannot be reached.

(a) If a joint inventor refuses to join in an application for patent or cannot be found or reached after diligent effort, the application may be made by the other inventor on behalf of himself or herself and the nonsigning inventor. The oath or declaration in such an application must be accompanied by a petition including proof of the pertinent facts, the fee set forth in §1.17(i) and the last known address of the nonsigning inventor. The Patent and Trademark Office shall, except in a continued prosecution application under §1.53(d), forward notice of the filing of the application to the nonsigning inventor at said address and publish notice of the filing of the application in the *Official Gazette*. The nonsigning inventor may subsequently join in the application on filing an oath or declaration complying with §1.63.

(b) Whenever all of the inventors refuse to execute an application for patent, or cannot be found or reached after diligent effort, a person to whom an inventor has assigned or agreed in writing to assign the invention or who otherwise shows sufficient proprietary interest in the matter justifying such action may make application for patent on behalf of and as agent for all the inventors. The oath or declaration in such an application must be accompanied by a petition including proof of

### Patent and Trademark Office, Commerce

the pertinent facts, a showing that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, the fee set forth in §1.17(i), and the last known address of all of the inventors. The Office shall, except in a continued prosecution application under §1.53(d), forward notice of the filing of the application to all of the inventors at the addresses stated in the application and publish notice of the filing of the application in the *Official Gazette*. An inventor may subsequently join in the application on filing an oath or declaration complying with §1.63.

(62 FR 53184, Oct. 10, 1997)

#### § 1.48 Correction of inventorship in a patent application, other than a reissue application.

(a) If the inventive entity is set forth in error in an executed §1.63 oath or declaration in an application, other than a reissue application, and such error arose without any deceptive intention on the part of the person named as an inventor in error or on the part of the person who through error was not named as an inventor, the application may be amended to name only the actual inventor or inventors. When the application is involved in an interference, the amendment must comply with the requirements of this section and must be accompanied by a motion under §1.634. Such amendment must be accompanied by:

(1) A petition including a statement from each person being added as an inventor and from each person being deleted as an inventor that the error in inventorship occurred without deceptive intention on his or her part;

(2) An oath or declaration by the actual inventor or inventors as required by §1.63 or as permitted by §§1.42, 1.43 or 1.47;

(3) The fee set forth in §1.17(i); and

(4) If an assignment has been executed by any of the original named inventors, the written consent of the assignee (see §3.73(b)).

(b) If the correct inventors are named in a nonprovisional application, other than a reissue application, and the prosecution of the application results in the amendment or cancellation of claims so that fewer than all of the

currently claimed invention must be named: are not being claimed involved in the amendment of the company. Such amendment by:

(1) A person identifying being the inventor being claimed

(2) The

(c) If

other than

closes the inventor

application

amended

matter a

for the

tion is in

amendment

requirement

accompanied

Such amendment by:

(1) A person

from each

inventor

sitated

and that

his or her

(2) An

actual inventor

by §1.63

or 1.47;

(3) The

(4) If

cut by

inventors.

signee (see

(d) If

tor or in

visional

without

part of the

tors, the

be amended

of the or

Such amendment by:

## SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into this 15th day of April, 1997, by and between CCVD, Inc., a Georgia corporation, dba MicroCoating Technologies ("MCT"), with offices at 3901 Green Industrial Way, Chamblee, GA 30341 and Nii Laye, ("Contractor"), with an address for purpose of this Agreement of 3158 Colymbia Woods Drive, Decatur, GA 30034.

WHEREAS, CCVD is interested in obtaining services ("Services") from Contractor as further described below; and

WHEREAS, Contractor is interested in performing said Services;

Both Parties agree as follows:

### 1. SERVICES

Contractor agrees to perform the Services, which are defined in the applicable Schedule A, which is expressly incorporated herein and attached hereto. During such time Contractor is performing Services, Contractor shall not be employed by or work for any other entity if such relationship would in any way present a conflict of interest or otherwise interfere with the Services to be provided under this Agreement.

### 2. TERM

The term of this Agreement shall commence upon the 15<sup>th</sup> day of April, 1998, and shall continue until the 15<sup>th</sup> day of June, 1998, unless terminated pursuant to Section 3, "Early Termination."

### 3. EARLY TERMINATION

CCVD or Contractor may cancel this Agreement or all or any Schedule A's in effect with or without cause at any time upon presentation of written notice to Contractor. Contractor will be compensated for all completed tasks on a pro rata basis. Nothing in this Agreement is intended to limit any remedy otherwise available under the law.

### 4. STATUS

It is herein agreed that at all times the relationship of Contractor to CCVD shall be that of an Independent Contractor. Nothing in this Agreement shall be construed to create any partnership, association, joint venture or employment between the parties. Contractor is

fully responsible for withholding of income taxes and social security, any other payroll, sales, use or excise taxes associated with the Services provided hereunder, workers' compensation, disability benefits and the like.

5. **RATES**

The charges for Services shall be mutually agreed to by the parties and set forth in the applicable Schedule A. All amounts owed under this Agreement may be offset by CCVD for damages resulting from any material breach of this Agreement.

6. **WARRANTY**

Contractor warrants that all Services provided hereunder will be performed to the best of its ability in a good workmanlike manner.

Contractor warrants the originality of the items prepared for or submitted to CCVD under this Agreement and that no portion of such items, or their use or distribution violates or is protected by any copyright, trade secret or similar right of any third party.

7. **RIGHTS IN DATA**

For purposes of this clause, data shall mean all technical information which results from the analysis of materials supplied by CCVD. All of the reports and data prepared for or submitted to CCVD by Contractor under this Agreement shall belong exclusively to CCVD. Contractor hereby assigns to CCVD the ownership of copyright in the deliverable items and CCVD shall have the right to obtain and hold in its own name copyrights, registration and similar protection which may be available in the deliverable items. Contractor agrees to give CCVD or its designees all assistance reasonably required to perfect such rights.

To the extent that any preexisting materials are contained in the items, Contractor grants to CCVD an irrevocable, non-exclusive, worldwide, royalty-free license to: (1) use, execute, reproduce, display, perform or distribute (internally or externally) copies of, and prepare derivative works thereof, and (2) authorize others to do any, some or all of the foregoing. CCVD must be notified in writing if any such preexisting materials are contained in the items.

No license or right is granted to Contractor either expressly or by implication, estoppel or otherwise to publish, reproduce, prepare derivative work based upon, distribute copies of, publicly display, or perform, any of such items, except preexisting materials of Contractor, either during or after the term of this Agreement.

The obligations imposed by this Section shall remain in effect indefinitely and shall survive any termination of this Agreement.

8. **INVENTIONS**

"Invention" shall mean any idea, design, concept, technique, invention, discovery or improvement, whether or not patentable, made, solely or jointly by Contractor during the term of this Agreement, provided that either the conception or reduction to practice occurs during the term of this Agreement and in the performance of services hereunder. Contractor shall promptly make a complete written disclosure to CCVD of each Invention, specifically pointing out the features or concepts which Contractor believes to be new or different.

Contractor shall be identified as the author for all Inventions developed by Contractor under this Agreement. Contractor hereby assigns to CCVD, its successors and assigns, any said Invention together with the right to seek protection by obtaining patent rights, therefore and to claim all rights of priority thereunder, and the same shall become and remain CCVD's property whether or not such protection is sought. Contractor shall provide all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments and other instruments and documents as CCVD may consider necessary or appropriate to carry out the intent of this Section.

9. **CONFIDENTIAL INFORMATION**

"Confidential Information" shall mean that information: (1) disclosed to or obtained by Contractor in connection with, and during the term of this Agreement; (2) which relates to CCVD's, its customer's or vendor's past, present and future research, development and business activities; and (3) is designated as "Confidential Information" at the time of disclosure. It shall also mean all items prepared for and submitted to CCVD in connection with work performed under this Agreement, including drafts and associated materials. The term "Confidential Information" shall not mean any information which is previously known to Contractor without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior to or subsequent to Contractor's receipt of such information, or is rightfully received by Contractor from a third party without obligation of confidence.

For a period of five (5) years from the date of disclosure, Contractor agrees to hold all such Confidential Information in trust and confidence for CCVD and not to use such Confidential Information other than for the benefit of CCVD.

Except as may be authorized by CCVD in writing, for such period of time, and except as may be required by legal process, Contractor agrees not to disclose any such Confidential Information, by publication or otherwise, to any person other than those persons whose services Contractor requires who have a need to know such Confidential Information for purposes of carrying out the terms of this Agreement, and who agree in writing to be bound by, and comply with, the provisions of this Section.

Upon termination or expiration of this Agreement, Contractor will return to CCVD all written or descriptive matter, including but not limited to drawings, blueprints, descriptions, or other papers, documents, tapes or any other media which contain any such Confidential Information. in the event of a loss of any item containing such Confidential Information, Contractor shall promptly notify CCVD.

10. **SECURITY**

Contractor agrees that it will at all times comply with all security policies and regulations in effect while on CCVD premises and Contractor shall take all reasonable precautions for his/her own safety .

11. **ASSIGNABILITY**

It is fully understood and agreed that CCVD has entered into this Agreement because of the expertise of Contractor, and Contractor understands that the Services to be performed by Contractor shall not be assigned to any other contractor, partnership, or individual without the express written consent of CCVD.

12. **GOVERNING LAWS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of law rules.

13. **SUCCESSORS AND ASSIGNS**

This Agreement and all obligations and rights arising hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. **SURVIVAL**

In the event of the termination or expiration of this Agreement, the provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement shall remain in effect beyond such termination or expiration until fulfilled.

15. **ADVERTISING RESTRAINTS**

Contractor and CCVD agrees that without the written consent of the other party, neither party will use the name, service marks, or trademarks of the other (including subsidiaries), in any advertising, publicity release, or sales presentation.

Now, therefore, the parties hereto acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and further agree that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written.



and all other communications regardless of the form thereof between Contractor and CCVD relating to the subject matter of this Agreement. This Agreement shall not be modified or amended except by written consent of duly authorized representatives of both parties.

CCVD, INC., dba  
MicroCoating Technologies:

Nli Laye:

By: [Signature]  
Name: Jerry Moore  
Title: Chief Operating Officer  
Date: 4/15/98

By: [Signature]  
Name: N. LAYE  
Title: RESEARCH TECH  
Date: 4/15/98

**BEST AVAILABLE COPY**

## SCHEDULE A

This Schedule A is subject to the terms and conditions of the Services Agreement entered into between the parties on April 15, 1998.

Contractor: Mr. Nii Laye  
3158 Columbia Woods Dr.  
Decatur, GA 30034

Social Security Number:

CCVD Project Contact: Jan Hwang

Term: Two months unless terminated earlier

Commencement Date: As stated in Section 2 of the Agreement

Rates: \$13.00 per hour for time worked. For hours over 40 in a week, Contractor will receive \$15.00.

Work Day:

Work subject to CCVD's flexible business hours policy and Contractor's requirements and schedule.

Services:

General lab technician activities designed to assist in the advancement of the CCVD apparatus and process with focus on coating systems and scale-up. Position will include extensive fabrication related to the CCVD process, as well as general administrative tasks that may come up in course of the operation of a small business. Evaluation will be made after two months on full time employment; Contractor will be provided performance feedback throughout his two month work term.

CCVD, Inc..dba  
MicroCoating Technologies:

By: [Signature]

Name: William Moore

Title: Chief Operating Officer

Date: 4/15/98

Mr. Nii Laye:

By: [Signature]

Name: N. LAYE

Title: Contractor

Date: 4/15/98

**Nacker, Wayne**

---

To: <mailto:dnii@hotmail.com>  
Cc: Muratori, Al; Moore, Jeff  
Subject: RE: Declaration and Power of Attorney, U.S. Patent Application No. 09/474,494 CHEMICAL VAPOR DEPOSITION METHODS FOR MAKING POWDERS AND COATINGS AND COATINGS MADE USING THESE METHODS

Dear Nii Laye:

The attached e-mail of 20 March 2000 was forwarded to me by Al Muratori of this office.

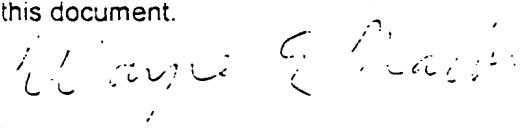
As an attachment to a mailed copy of this e-mail, I am sending a copy of your SERVICES AGREEMENT which you executed on 15 April 1998. Section 8, "INVENTIONS", of this document obligates you to assign to CCVD (now MicroCoating Technologies, Inc.) all inventions made during the term of the SERVICES AGREEMENT and to execute all assignments and instruments necessary to carry out the intent of Section 8. Accordingly, you are obligated to execute the Declaration and Power of Attorney which Al sent you previously and return the executed document to us. Please address the correspondence to me:

Wayne E. Nacker  
3930 Green Industrial Way  
Chamblee, GA 30342.

You assert that you are an Inventor of the subject matter of the patent application and yet indicate that you do not fully understand the application. This is confusing to us. Please feel free to call Al at 678 287 2434 to discuss any misunderstanding you may have regarding the patent application. If after further reviewing the application and after you have gained a full understanding of the application, you no longer feel that you are the inventor of the subject matter, please advise us in writing and we will take appropriate steps to remove your name as inventor. If you do still feel you are an inventor, please promptly fulfil your obligations under your SERVICE AGREEMENT and execute the Declaration and Power of Attorney.

Until we receive the executed Declaration and Power of Attorney, we will treat your 20 March 2000 e-mail as a continuing refusal on your part to execute this document.

Wayne E. Nacker  
Senior Patent Counsel  
MicroCoating Technologies, Inc.  
3930 Green Industrial Way  
Chamblee, GA 30341  
678-414-0126  
678-287-3202 Fax  
[wnacker@microcoating.com](mailto:wnacker@microcoating.com) : [www.microcoating.com](http://www.microcoating.com)



BUILDING THE FUTURE LAYER BY LAYERS<sup>SM</sup>

-----Original Message-----

From: Muratori, Al  
Sent: Tuesday, March 28, 2000 9:39 AM  
To: Nacker, Wayne  
Subject: FW: Declaration and greetings

-----Original Message-----

From: nii laye (<mailto:dnii@hotmail.com>)  
Sent: Monday, March 20, 2000 2:29 PM

To: amuratori@Microcoating.com  
Subject: Re: Declaration and greetings

hi my friend,

had to renege on my promise. because my whole work on my topic was invaded by a virus attacked to our data base. the incidence has put me in a very strange mood partly because the prof i've been working with is blaming for the mishap. i dont have data handy because after i entered backed them up i cleaned everything out.

back to brass stax, i feel i would need to seek counsel to know the ramifications of appending my name to a document that i dont fully understand. yes it is true i invented the process but i have reservations about signing anything before i fully understand it, though the paper work will legitimize it.

i hope you're doing fine, my greetings to your family. from sunny california  
nii

>Dear Nii:

>I hope everything is going well in sunny CA. Things here are very good.

>Just wanted to give you a gentle reminder that I need the signed

>declarations from you as soon as possible. Please reply to give me some  
>idea when I can expect them.

>

>Thank you,

>

>Alfred H. Muratori

>Patent Agent Specialist

>MicroCoating Technologies, Inc.

>3930 Green Industrial Way

>Chamblee, GA 30341

>678-287-2434

>678-287-3202 Fax

>amuratori@microcoating.com : www.microcoating.com

>

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## Muratori, Al

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From: nii laye [drnii@hotmail.com]  
Sent: Monday, March 20, 2000 2:29 PM  
To: amuratori@Microcoating.com  
Subject: Re: Declaration and greetings

hi my friend,  
had to renege on my promise. because my whole work on my topic was invaded  
by a virus attacked to our data base. the incidence has put me in a very  
strange mood partly because the prof i've been working with is blaming for  
the mishap. i dont have data handy because after i entered backed them up i  
cleaned everything out.  
back to brass stax, i feel i would need to seek counsel to know the  
ramifications of appending my name to a document that i dont fully  
understand. yes it is true i invented the process but i have reservations  
about signing anything before i fully understand it, though the paper work  
will legitimize it.  
i hope you're doing fine, my greetings to your family. from sunny california  
nii

>Dear Nii:

>I hope everything is going well in sunny CA. Things here are very good.

>Just wanted to give you a gentle reminder that I need the signed

>declarations from you as soon as possible. Please reply to give me some

>idea when I can expect them.

>

>Thank you,

>

>Alfred H. Muratori

>Patent Agent Specialist

>MicroCoating Technologies, Inc.

>3930 Green Industrial Way

>Chamblee, GA 30341

>678-287-2434

>678-287-3202 Fax

>amuratori@microcoating.com : [www.microcoating.com](http://www.microcoating.com)

>

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**Muratori, Al**

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**From:** nii laye [drnii@hotmail.com]  
**Sent:** Monday, March 06, 2000 1:23 PM  
**To:** amuratori@Microcoating.com  
**Subject:** Re:

hi al,  
have my hands full with project on which i'll base my dissertation it's due  
the end of this month. my advisor left the beginnning of the semester.2  
other students working with me quitted the program. i'll send it as soon as  
i find some breathing space. how are you doing?  
nii

>From: "Muratori, Al" <amuratori@Microcoating.com>

>To: "drnii@hotmail.com" <drnii@hotmail.com>

>Date: Mon, 6 Mar 2000 08:33:53 -0500

>

>Dear Nii:

>

>Please return the Declaration on the "redirect" application (signed and  
>dated) as soon as possible. The final date for submission is drawing very  
>near. I need the document for others to sign hear as well.

>

>Thanks,

>

>Alfred H. Muratori

>Patent Agent Specialist

>MicroCoating Technologies, Inc.

>3930 Green Industrial Way

>Chamblee, GA 30341

>678-287-2434

>678-287-3202 Fax

>amuratori@microcoating.com : www.microcoating.com

>

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>

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January 26, 2000

Nii Sowa Laye  
850 West 41st Street  
Los Angeles, CA 90037

Dear Nii:

Please find enclosed a copy of the patent application. As stated in my letter of January 17, 2000, please sign the previously sent confidentiality agreement above your name, read the application and sign and date all three copies of the previously sent declaration (below your name). In addition, please initial those claims you feel you invented or helped invent. After signing the documents and marking the claims, please return all of the original documents in the self addressed stamped envelope previously sent. Feel free to keep a copy for your records, however, you should be aware that the application is proprietary information and should be safe guarded at all times. In addition, the application should not be taken out of the country due to the government's rights to such. If you have any questions or comments on this or any other patent matter, feel free to call me (Al) directly at 678-287-2434. Should you find errors in the application, please mark the corrections and initial them directly on the copy you send back. Thank you for your help in this matter. Please attempt to return the documents by March 1<sup>st</sup>.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alfred H. Muratori".

Alfred H. Muratori  
Registered Patent Agent

AHM:ahm



January 17, 2000

Nii Sowa Laye  
850 West 41st Street  
Los Angeles, CA 90037

RECEIVED

JUL 11 2001

OFFICE OF PETITIONS

Dear Nii:

Please find enclosed a corrected confidentiality agreement, a corrected front cover of the patent application and a corrected declaration for the patent application. I apologize for the errors on the first sent copies. It is important that the application includes your information as you wish it to be printed. If all is in order, please sign the confidentiality agreement above your name, read the application and sign and date all three copies of the declaration (below your name). In addition, please initial those claims you feel you invented or helped invent. After signing the documents and marking the claims, please return all of the original documents in the self addressed stamped envelope previously sent. Feel free to keep a copy for your records, however, you should be aware that the application is proprietary information and should be safe guarded at all times. In addition, the application should not be taken out of the country due to the government's rights to such. If you have any questions or comments on this or any other patent matter, feel free to call me (Al) directly at 678-287-2434. Should you find errors in the application, please mark the corrections and initial them directly on the copy you send back. Thank you for your help in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Alfred H. Muratori", is written over a horizontal line.

Alfred H. Muratori  
Registered Patent Agent

AHM:ahm





January 11, 2000

Nii S. Laye  
850 West 41st Street  
Los Angeles, CA 90037

**RECEIVED**

JUL 11 2001

OFFICE OF PATENTS

Dear Nii:

Please find enclosed a confidentiality agreement, a copy of MCT's new patent application (of which you are believed to be an inventor), and three (3) copies of the declaration for the patent application. Please sign the confidentiality agreement above your name, read the application and sign and date all three copies of the declaration (below your name). In addition, please initial those claims you feel you at least partially helped invent. After signing the documents and marking the claims, please return all of the original documents in the self addressed stamped envelope. While you may keep a copy for your records, you should be aware that the application is proprietary information and should be safe guarded at all times. In addition, the application should not be taken out of the country due to the government's rights to such. If you have any questions or comments, feel free to call me (Al) directly at 678-287-2434. Thank you for your cooperation and your contribution to MCT's intellectual property.

Sincerely,

A handwritten signature in black ink, appearing to read "Alfred H. Muratori", written over a horizontal line.

Alfred H. Muratori  
Registered Patent Agent

AHM:ahm



By Priority Mail

5 April, 2001

Nii Sowa Laye  
850 West 41<sup>st</sup> Street  
Los Angeles, CA 90037

Re: CHEMICAL VAPOR DEPOSITION METHODS FOR MAKING  
POWDERS AND COATINGS AND COATINGS MADE USING  
THESE METHODS

Dear Sowa:

At this time we really must have your signature on the formal papers for the above-identified application. The application was filed as a PCT application as well as as a U.S. national application on 21 December 2000. The date that the USPTO set for completion of U.S. filing requirements is 23 April 2001. Please sign the papers where indicated and date as required and return in the postage stamped envelope provided for this purpose.

The copy of the application is for your information. Please save the application copy for your records and do not return it to us. Send us only the executed formal papers for the U.S. and for the PCT applications.

Because you have not executed papers sent previously and because the response date is 23 April 2001, if we do not receive the papers signed by you by 19 April 2001, we will deem this as your refusal to sign the papers and proceed in the U.S. and PCT applications accordingly.

Sincerely,

Alfred H. Muratori



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of Hunt et al.

Group Art No. 1762 (parent)

Application No. 09/748,714

Filed: 21 December 2000

For: CHEMICAL VAPOR DEPOSITION METHODS FOR MAKING  
POWDERS AND COATINGS, AND COATINGS MADE  
USING THESE METHODS

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JUL 11 2001

OFFICE OF PETITIONS

Paper Supplemental to Petition Pursuant to 37 C.F.R. 1.47  
Where Co-Inventor Refuses to Sign Oath or Declaration

Assistant Secretary and Commissioner of Patents and Trademarks  
Washington D.C. 20231

Submitted herewith is a petition under 37 CFR 1.47 to have Nii Sowa Laye  
included as an inventor. The part of the invention to which he contributed is recited in  
Claims 31 and 36 of the instant application.

23 April 2001

Phone: 678 287 3909 Fax: 678 287 3999

Wayne E. Nacker  
Registration No. 29,561  
Customer No. 24948



Creation date: 09-03-2004  
Indexing Officer: ZDARAMOLA - ZIONA DARAMOLA  
Team: OIPEBackFileIndexing  
Dossier: 09748714

Legal Date: 04-30-2001

No.	Doccode	Number of pages
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2	NPL	5

Total number of pages: 6

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